

1895-078 Chancery Causes: Saul Spurrier & wife vs. Crab Orchard Coal & Iron Co.
Lee Co.

To the Hon. H. S. K. Morison, Judge of the
Circuit Court of Lee County.

Humbly complaining your orator
Saul Spurrier and your oratrix Lettitia
Spurrier would respectfully represent unto
your honor that on ~~the 13th~~ the 13th day
of October, 1890, they sold to the Crab Orchard
Coal and Iron Company, a corporation un-
der the laws of the State of Virginia, their
undivided interest in a certain tract or
parcel of land lying and being in
Lee County, Virginia, in the Crab Or-
chard country, and on the waters
of Reed's creek, for the sum of \$270⁰⁰/₁₀₀;
that said company at the time it pur-
chased said interest in said land paid
down the sum of \$135⁰⁰/₁₀₀, and made, executed
and delivered its note for \$135⁰⁰/₁₀₀, pay-
able twelve months after the date thereof,
which note is here filed marked "A"
and prayed to be considered as a
part of this bill.

Your orator and oratrix will fur-
ther show unto your honor that at the
time they sold said interest in said
land to said company they made,
executed and delivered their deed
thereto, reserving therein their vendor's
lien on said interest in said land
until said deferred payment due
as aforesaid should be fully paid;
that said deferred payment, which be-

came due Oct. 13th, 1891, nor any part thereof, has not been paid to your orator and oratrix, nor to either of them, and that the same and every part thereof with its interest since it became due is now owing, due and payable to your orator and oratrix.

Your complainants will again show unto your honor that the interest which they sold to said defendant was a one-ninth undivided interest in the real estate of which Elijah Pennington, dec'd, owned at the time of his death, and a like interest in the real estate which the said Elijah Pennington in his life time had conveyed to his wife for life: Your female complainant being a daughter and heir at law of the said Elijah. See exhibit "B" filed herewith.

Now your complainants are advised that the lien retained as aforesaid in said deed for said undivided interest in said land is capable of being enforced only in a court of equity, and that your honor will take cognizance of their said cause. Hence their prayer is that the Crab Orchard Coal and Iron Company be made a party defendant to this bill; that it be required to answer the several allegations thereof; that a decree be pronounced therein

giving them judgment for said sum of money with interest thereon from the time it became due; and if the same be not paid within a reasonable time thereafter that a commissioner be appointed for the purpose of selling said interest in said land, or so much thereof as may be necessary to pay the debt due thereon as aforesaid. *

And that all such other, further and general relief be granted your complainants as good conscience and the nature of their cause may demand. May process issue &c. And they will ever pray &c.

Pennington & Gains
P. Q.

* Your Compt. accounts avows and alleges that there are no other liens on said land conveyed by the defendant, save and except their (the Compt's) vendor's lien, and to refer this to a Commissioner for the purpose of taking an account of their indebtedness would imply a delay in time and an increase of costs. Hence your Compt's pray that the same be dismissed with the

F + G.

C 5.98 ✓
S 50 ✓
A 15.00 ✓
Estimate 5.00 ✓
\$26.48

Bal Due Clerk 3.13

Saul Spurrier + wife
vs. } Bill In Chancery.

Crab Orchard Coal
+ Iron Company.

Note Enclosed.

1893. 2nd Aug Rules Billed
Spa, Etch + D. W. H. i
" 1st Sept Rules D. W. H. i
+ cause set for hearing by
Plaintiff

" Nov Decree + Contd

1894 March Term Contd

" June " "
" Nov " "

1895 March Term Decree + Contd



City of Bristol, Va., *Oct 13*, 189*7*

Office of the Crab Orchard Coal and Iron Co.,

Twelve

Months after date the "Crab Orchard

Coal and Iron Company," promise to pay

Saul Spurrer & Lillitia Spurrer

the sum of *One Hundred & thirty five* Dollars,

with six per cent interest after maturity, at the Company's Office in the city of Bristol, Virginia it being the *Said* payment on land this day sold and conveyed to said Company, and for value received. In witness whereof the Crab Orchard Coal & Iron Company has caused these presents to be signed by W. W. James, the Secretary and General Manager of said Company, and the said W. W. James has hereunto set his hand and seal the day and year first above written.

The Crab Orchard Coal and Iron Company,

By *W. W. James* (SEAL.)
Secretary and General Manager.

Paul Spurrier & wife

vs.

Crab Orchard Coal & Iron Co.

} In Chy.

This cause came on again this day to be heard upon the papers formerly read therein and the report of A. M. Gouis, who was on the 5th day of March, 1895, appointed a Special Commr. for the purpose of making to the purchasers of the land in the bill and proceedings mentioned a deed. On consideration of all which, and for reasons appearing to the court, and there being filed with said report a deed made by said Gouis to W. W. James, M. M. Butler and W. A. Sparger to said land, and no exceptions being taken to said report and deed, it is adjudged, ordered and decreed that said report and deed be and are hereby confirmed, and that said grantee in said deed pay to said Gouis for his services as such Commr. the sum of five dollars, and after the payment of the same said grantee may withdraw said deed from the files of this cause. And this cause is stricken from the docket.

Saul Spurrier & wife

vs } Decease Final

Crab Orchard Coal & Iron Co

~~~~~

O.B.

Page 140

Entered this Decree,  
this March 6, 1895.

M. J. M.



Saul Spurrier & wife

vs.

Crab Orchard Coal & Iron Co.

} In Chy.

This Cause came on again to be heard upon the papers formerly read therein and the report of Court. A. M. Goums, filed March 4<sup>th</sup> 1895. And it appearing from said report that the whole of the purchase money has been paid by the purchasers to said Court, and by him <sup>paid over</sup> to the plaintiffs, it is therefore adjudged, ordered and decreed that said report and disbursement be and are hereby confirmed; And the said A. M. Goums is hereby appointed a Special Court, for the purpose of making to the purchasers a deed with covenants of special warranty to said land, which they purchased as shown by his report of sale heretofore filed in this cause. ~~xxxx~~ He will report his action to this Court at a future time, and this cause is continued.

H



Saul Spurrier & wife

vs } Decree

Crab Orchard Coal & Iron Co.

OPB  
Page 140

Enter this Decree,  
this March 5 1895.  
W. J. M.



Saul Spurrier & wife  
vs.  
C.O.C. & I Company. } In Chancery.

This cause came on again this day to be heard upon the papers formerly read therein, and the report of Commr. A. M. Lewis, filed Oct. 24, 1894, and was argued. On consideration of all which & it appearing that by counsel, ~~and~~ said report has ~~been~~ been filed the required number of days before the entering of this decree, and the same being unexcepted to, is hereby confirmed. And it appearing from said report that H. H. James, M. M. Butler and H. A. Sparger, the purchasers, have not completed their purchase by the payment of the purchase money due thereon; and it appearing by an exhibition of the note that there is due \$154.03, with legal interest thereon from the 19<sup>th</sup> day of Feb., 1894; and the said H. H. James, M. M. Butler and H. A. Sparger, are the obligors in said note, it is ordered that a rule be awarded against each of them, returnable to the first day of the next term of this court, to show cause, if



Saul Spurr's wife

23. { Decree

E. O. C. & I. Company.

Copied in Order  
Chancery Book  
Page 38437

Enter this decree,

this 8 Nov. 1894,

W. J. M.

any they can, why they should  
not be adjudged to pay said  
note; and why said land,  
~~should not be sold~~ or so  
much thereof as may be neces-  
sary, purchased by said W. J.  
James, M. M. Butler and W. A. Spar-  
ger in this cause, should not  
be sold to pay said purchase  
money note. And this cause  
is continued.



Saul Spurrier & wife  
vs.  
C. O. Coal & Iron Co. } In Chancery.

This cause came on again this day to be heard upon the papers formerly read therein and the report of Comr. A. M. Goins of the sale of the land in the bill and proceedings mentioned, filed Feb. 23, 1894; and said report having been filed for more than ten days before the entering of this decree ~~regular calling of this cause on the docket~~ and the same being unaccepted to, it is adjudged ordered and decreed That said report and sale be and are hereby confirmed. And this cause is continued.



Saul Spurrier & wife

vs { Decree No. 2.

C. O. Coal & Iron Co.

E. O. D. Page 560  
MCK 9/11/894

Enter this decree,  
this 9 day of Mar. '94.

H. S. K. M.



Saul Spurrier + wife

vs.

Crab Orchard Coal & Iron Co.)

} In Chy.

This cause came on this day to be heard upon the bill of the Complainants and exhibits filed therewith, and it appearing that process has been duly served on said defendants for more than 15 days before the first day of the term of this court, and it still failing to appear and plead, answer, or demur, on motion of the complainants the court doth take their bill for confessed. On consideration of all which and for reasons appearing to the court, it is adjudged, ordered and decreed that Saul Spurrier and Letitia Spurrier do recover from the defendant the sum of \$135.<sup>00</sup>/<sub>100</sub>, with legal interest thereon from the 13<sup>th</sup> day of Oct. 1891, until paid and the costs of this suit. And it is further adjudged, ordered and decreed that unless said defendant pay said sum of money, its interest and the costs of this suit in 30 days from the rising of this court, then A. M. Goins, who is hereby appointed a Special commissioner for the purpose, will proceed to



sell the land in the bill and proceedings mentioned, or so much thereof as may be necessary to pay the said debt, its interest and the costs of this suit, on a credit of six months, except a sum sufficient to pay said costs and the commissions of this sale, which sums he will be required to be paid down, and for said deferred payment he will take bond payable to himself ~~as~~ comm. with good personal security. He will make said sale at the front-door of the Court-house of Lee County on some court day at public outcry and to the highest bidder. Before proceeding to make said sale he will advertise the time, terms and place of sale for 30 days, by notices posted at the front door of the court-house of this county, in the neighborhood of said land, and at such other places as he may think necessary. But before proceeding to execute the terms of this decree he will execute bond before the clerk of this court in the penalty of \$500, conditioned as the law requires in such cases. And this cause is continued.

11 / 11



Saul Spurrier & wife

vs { Decree No. 1.

Crab Orchard Coal  
+ Iron Company

Entered Ch. O.B. p. 527  
Nov 14<sup>th</sup> 1893.

Enter this decree,  
this Nov, 14, 1893

H. S. K. M.



Saul Spurrier & wife }  
vs. } In Chy.  
C. C. Coal & Iron Co.

To the Hon. H. S. Morrison, Judge  
of the Circuit Court for Lee County, Va.

Your undersigned Special Commr.  
begs leave to report, that, after duly  
advertising the time, terms, and place  
of sale, as was required by the decree  
entered in this cause at the Nov. term,  
1893, of your honor's court, he  
offered for sale the land in the bill  
and proceedings mentioned, at pub-  
lic outcry, at the front-door of the  
court house, on Monday Feb. 19<sup>th</sup>, 1894,  
that being a court day, to the highest  
and best bidder, on a credit of six  
months, except a sufficient sum  
to pay the commissions of sale and  
the costs of this suit, which sum was  
required to be paid in hand. After  
much crying said land was ~~kn~~  
knocked off to W. W. James, M. M. But-  
ler and W. A. Sparger

for the sum of \$189.54, this being their  
bid and the highest offered. As re-  
quired by the terms of said decree  
said purchasers paid your commr.  
in hand \$35.51, the amount necessary



to cover the commissions of sale and the costs of suit.

Your Court, further reports that for the deferred payment of this sale said H. H. James, M. M. Butler and H. A. Sparger

executed to him their joint note for the sum of \$154.03, with

as their security, payable six months after date, waiving their homestead exemption laws, and bearing interest from the date of sale.

Your Court, will ~~again~~<sup>further</sup> report that the commissions of sale and the costs of this suit have been paid, to those entitled thereto.

All of which is respectfully submitted.

A. M. Goins,  
Special Court.



Saul Spurrier & wife

vs. { Comr's Report of  
Sale.

C. O. Coal & Iron Co.

Filed Feb 23, 1894

A. B. Munsey C.



Saul Spurrier & wife

vs.

C. O. C. & I. Company

} In Chy.

To the Hon. W. T. Miller, Judge  
of the Circuit Court for Lee County,  
Virginia,

Your undersigned Special  
Comr. in the above styled cause  
begs leave to report that the note  
executed to him by W. W. James,  
M. M. Butler and H. A. Sparger, on  
the 19<sup>th</sup> day of Feb., 1894, for the  
purchase price of the land in the  
bill and proceedings mentioned,  
and as set out fully by your  
Comr. in the report filed by him  
in the above styled cause on the  
23<sup>rd</sup> day of Feb., 1894, became due  
and payable on the 19<sup>th</sup> day of Aug.,  
1894, and your Comr. has  
repeatedly informed said purchasers  
that said note was due and pay-  
able, and have requested them to come  
forward and pay off the same; but  
up to this date they have failed to  
pay the same, or any part thereof.  
Under the foregoing circumstances  
your comr. deems it proper to report  
said delinquency to the court and



to apply for a rule returnable  
to the first day of the next term  
of this court, against the above  
obligors, to show cause, if any  
they can, why the land purchased  
by them should not be resold  
to pay off said purchase  
money note.

All of which is respectfully  
submitted, this Oct 24, 1894

A. M. Gouss,  
Special Commr.



Saul Spurrier & wife

vs { Comr's Report.

C. O. C. & J. Company.

Filed Oct, 24, 1874,

A. B. Munsey Clerk



Saul Spurrier & wife

vs.

Crab Orchard Coal & Iron Co.

} In Chy.

The undersigned, who heretofore, as a Special Comr., sold the land in this cause mentioned to W. H. James, M. M. Butler and W. A. Sparger here reports that said purchasers have fully paid the purchase money and that he has paid the same over to the plaintiffs, whose receipt is herewith filed. Therefore the purchasers are entitled to a deed to said land.  
This March 4<sup>th</sup>, 1896.

A. M. Gouss,

Special Comr.

—//—



-1-  
Saul Spurrier & wife

vs { Comrs Report of  
      } Payment of Purchase Money  
Crab Orchard Coal & Iron Co  
~~~~~

Filed March 4, 1895
A B Munsey Clerk
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Saul Spurrier + wife

vs.

Crab Orchard Coal + Iron Co.

} In Chg.

To the Hon. W. F. Miller, Judge  
of the Circuit Court of Lee County, Va.

The undersigned Special Comr. begs  
leave to report, that, in pursuance of  
a decree entered in this cause on the  
5<sup>th</sup> day of March, 1895, appointing  
him a Special Comr. for the purpose  
of making and executing to the  
purchasers of the land in the bill  
and proceedings mentioned in this  
cause a deed with covenants  
of special warranty, he has complied  
with the order of the court and  
has made said deed as directed  
by said order, and the same is  
filed herewith marked "D".

All of which is respectfully  
submitted, this March 5<sup>th</sup> 1895,

A. M. Lewis,  
Special Comr.



Saul Spurrier & wife

v.s. } Report of Deed

Crab Orchard Coal & Iron Co

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M.  
Filed March 5<sup>th</sup>, 1893  
A.B. Munsey Clerk

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Virginia

At a circuit Court continued and held for Lee County at the Court-house thereof on Friday November 9<sup>th</sup> 1894.  
Saul Spurrier & wife

vs

Orab Orchard Coal & Iron Co

} In Chancery

This Cause came on this day to be heard upon the papers formerly read therein and the report of Court A. M. Goins filed Oct 24<sup>th</sup> 1894, and was argued by Counsel. On Consideration of all which & it appearing that Said report has been filed the required number of days before the entering of this decree, and the same being unexcepted to is hereby confirmed, and it appearing from said report that W. W. James M. M. Butler and W. A. Sparger, the purchasers by the payment of the purchase money due thereon, and it appearing by an exhibition of the note that there is due \$154.03, with legal interest thereon from the 19<sup>th</sup> day of February 1894. and the said W. W. James. M. M. Butler and W. A. Sparger are the obligors in said note, it is ordered that a rule be awarded against each of them returnable to the first day of the next term to show Cause if any they can why they should



Saul Spurrier & wife  
vs. } Rule.

Orab Orchard Coal & L Co.

W. 1st Day Mar Term 1898.

We accept legal  
service of the writ  
in rule, waiving  
all informalities  
tc. W. H. James 7<sup>th</sup> 1898.

W. H. James

W. A. Sparger

W. M. Butler

Silled

not be adjudged to pay said note. and  
why said land or so much thereof as may  
be necessary, purchased by the said W. H.  
James, W. M. Butler and W. A. Sparger in  
this cause should not be sold to pay  
said purchase money note.

And this cause is continued, A B Munsey Clk

A copy

Teste:

A B Munsey Clerk



Know all Men by these Presents, That we A. M. Goins and  
J. A. G. Hayatt  
 are held and firmly bound unto the Commonwealth of Virginia, in the sum of Fives  
Hundred dollars, to payment whereof, well and truly to be made to  
 the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs,  
 executors, and administrators, jointly and severally, firmly by these presents, hereby waiving the  
 benefit of our homestead exemptions as to this obligation, and any claim, right, or privilege to  
 discharge any liability arising under this bond, or by virtue of said office or trust, in any cur-  
 rency, funds, counter claims or offsets other than legal-tender currency of the United States.  
 Sealed with our seals, and dated this 16<sup>th</sup> day of December  
 one thousand eight hundred and ninety three

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound A. M.  
Goins  
 shall faithfully perform the duties of his office or trust, as Commissioner  
 under a decree of the Circuit Court of the County of Lee, pronounced on the 14<sup>th</sup> day  
 of November, 1893, in the suit therein depending under the name and style  
 of Saul Spurrier & wife Plffs against Crab Orchard  
Coal & Iron Company Defendants  
and properly account for all moneys he may  
recieve as such Comr

then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and acknowledged in the  
 presence of

A. M. Goins [SEAL.]  
J. A. G. Hayatt [SEAL.]  
 [SEAL.]

In the Clerk's Office of the Circuit Court of the County of Lee.

This day J. A. G. Hayatt  
 surety on the above bond, made oath before me A. B. MUNSEY, Clerk of the Circuit Court  
 of the County of Lee, that his estate after the payment of all his just  
 debts, and those for which he is bound as security for others, and expect to  
 have to pay worth the sum of One Thousand  
 dollars.

Given under my hand this 16<sup>th</sup> day of December 1893.

Teste:

A. B. Munsey Clerk

A copy Teste

A. B. Munsey



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*Saul Spurrier & wife*

*A. M. Goins et al*

to { COMMISSIONER  
BOND.

Commonwealth.

---



# The Commonwealth of Virginia.

To The Sheriff of Lee County Greeting:

WE COMMAND YOU TO SUMMON

*Herab Orchard Coal and  
Iron Company a Corporation organized  
and doing business in Va*

to appear at the Clerk's office of the Circuit Court of Lee County, at the Court House, on the <sup>3rd</sup> ~~1st~~ Monday in.....  
.....*August*.....next, being rule day to answer a bill in Chancery exhibited in our said Court against  
.....*Tit. Herab*..... by *Saul Spurrier*  
*and Letitia Spurrier*

And have then and there this writ.

*A.B. Munsey*  
Witness, ~~J. A. G. Hyatt~~, Clerk of said Court at the Courthouse.

This *26th* day of *July* ..... 18 *93* in the 11 *8th* year of the Commonwealth.

*A.B. Munsey* ..... Clerk.

A Copy Teste..... Clerk.



Saul Spurrier et al  
vs } Spanish Chy

Crab Orchard Coal & Iron Co

To 2<sup>nd</sup> Aug Rules 1893

Executed on the Crab Orchard Coal and Iron  
Company, an incorporation under the laws of the State  
of Virginia, by delivering an office copy of the within  
summons to W. W. James, Secretary and General Man-  
ager of said Company, in the city of Bristol Virgin-  
ia, the said W. W. James residing therein. This  
July 31, 1893

Justifying

Sergeant of the Corporation of the City of Bristol,  
Va.